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A G R E E M E N T

BETWEEN

BOROUGH OF CRESSKILL

and

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

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January 1, 1992 through December 31, 1993

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0.00      PREAMBLE

.01      THIS AGREEMENT entered into this 1st day of January 1992; by and between the BOROUGH OF CRESSKILL, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH", and the DEPARTMENT OF PUBLIC WORKS' EMPLOYEES, hereinafter called the "EMPLOYEES" represents the complete and final understanding on all bargainable issues between the Borough and the Employees.

All terms and conditions contained in this agreement will be retroactive to January 1, 1992.

## ARTICLE I

### 1.00 MANAGEMENT RIGHTS

.01 The Borough of Cresskill hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
3. To hire all employees, whether permanent, temporary or seasonal, to promote transfer, assign or retain employees in positions within the Borough.
4. To set rates of pay for temporary or seasonal employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.
6. Nothing contained herein shall prohibit the Borough from contracting out any work, subject to Article XXVII.
7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive, and be given either/or two weeks' notice or pay.
8. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the DPW Department.

.02

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of New Jersey and of the United States.

.03

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A.40A:1-1 et seq., or any other national, state, county or local laws or regulations.

## ARTICLE 2

### 2.00 MAINTENANCE OF WORK OPERATIONS

- .01 The Employees hereby covenant and agree that during the term of this Agreement, neither the Employees nor any person acting in their behalf will threaten, cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other job action against the Borough, nor recognize any picket line. The Employees agree that such action would constitute a material breach of this Agreement.
- .02 The Employees agree that they will make every reasonable effort to prevent members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or supporting any such activity by any other employee or group of employees of the Borough and that the Employees will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Employees order.
- .03 Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Employees or its members.
- .04 The Borough agrees not to engage in a lock-out.

### ARTICLE 3

#### 3.00 EMPLOYEES RIGHTS AND RESPONSIBILITIES

- .01 The Borough agrees that it will not enter into any collective negotiations Agreement with any organization other than with the representatives of the Employees of the Department of Public Works with regard to the employees covered by this Agreement.
- .02 The Employees shall be responsible for acquainting the members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by the members with those terms and conditions. All members, however, shall be bound by the terms and conditions of the Agreement.
- .03 The Employees' business agent and/or his representatives previously designated by the Employees shall be admitted on the premises of the Borough on Employees business, and can raise with the Borough any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment.
- .04 The Employees may designate one (1) employee representative who shall be the Shop Steward, who can raise with the Borough any questions concerning the enforcement and applicability of this Agreement, and all terms and conditions of emloyment. The Employees shall furnish to the Borough in writing within thirty (30) days of the date of the signing of this Agreement the name of the representative and notify the Borough of any changes within thirty (30) days after said change is made.
- .05 The aforementioned employee representative will be granted time off without loss of regular pay during working hours to represent a member with a grievance in accordance with the Grievance Procedure.

## ARTICLE 4

### 4.00 GRIEVANCE PROCEDURE

- .01 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- .02 Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- .03 With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
- .04 The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:
- .041 Step One: The aggrieved or the Employees shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- .042 Step Two: If no agreement can be reached orally within ten (10) calendar days of the initial discussion with the supervisor, the employee or the Employees may present the grievance in writing within ten (10) calendar days thereafter to the Superintendent of Public Works or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

- .043      Step Three: If the Employees wish to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Borough Administrator within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within twenty-one (21) calendar days of the submission.
- .044      Step Four: If the Employees wish to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Borough Council within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond, in writing, to the grievance within thirty (30) days of the submission. Such decision shall be final and binding upon the parties.
- .05        Upon prior notice to and authorization of the Borough Administrator, one designated Employees Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Cresskill or require the recall of off-duty employees. Such requests shall not be arbitrarily denied.
- .06        The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

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## ARTICLE 5

### 5.00 SALARIES

\*.01 The following salary schedule will be in effect as of January 1, 1992 and January 1, 1993:

Foreman	1/1/92	1/1/93	Mechanic	1/1/92	1/1/93
Start	35,240	37,002	Start	29,298	30,763
Second	36,722	38,558	Second	32,762	34,400
Third	38,206	40,116	Third	36,226	38,037
Fourth	39,687	41,671	Fourth	39,687	41,671

#### Senior Tree Man, Equipment Operator, and Maintenance Repairman

	1/1/92	1/1/93
First	34,536	36,263
Second	36,034	37,836
Third	37,533	39,410

#### Junior Treeman, Laborer/Driver

	1/1/92	1/1/93
Start	23,170	24,329
Second	26,459	27,782
Third	29,748	31,235
Fourth	33,036	34,688

\* This represents a 5% increase over 1991 Salaries.

A. Applies to existing employees.  
New employees will go through the four step salary guide of that category.

B. Operators and treemen completing the salary guide will go to fourth step foreman, if promoted.

.02 There will be a four step salary guide for Foreman, Mechanic, Junior Tree Man and Laborer/Driver and three step salary guide for senior tree man, equipment operator and maintenance repairman. Each employee will receive a written performance review from the Superintendent on or before December 31 of each year. A satisfactory performance review for the previous year will entitle an employee to move up one step on the salary guide, effective January of the following year, until such time as the maximum salary is reached.

.03 All new employees shall start at first step, if possible. All advertised positions to be posted.

ARTICLE 6

6.00      LONGEVITY

.01      The current longevity plan shall remain in effect.

## ARTICLE 7

### 7.00 OVERTIME

- .01 Overtime shall be paid for all work performed in excess of the standard work week as defined in Article 12 at the rate of one-and-one-half times the computed hourly rate. Continued overtime (rest, lunch and dinner breaks do not sever the continuity) after eight hours of overtime shall be paid at the rate of two times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours as defined in Article 12.
- .02 Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The authorization and reasons for the granting of overtime shall be noted on the time report and certified by the Department Head.
- .03 Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.
- .04 For overtime worked on a Sunday or Holiday, compensation shall be paid at the rate of two (2) times the computed hourly rate.
- .05 After four (4) consecutive hours of overtime, employees shall receive a dinner break to be paid for by the Borough, consistent with past practices.
- .06 When an employee reports in, he shall be entitled to a minimum of four (4) hours at the overtime rate.
- .07
- Overtime will only be offered to full-time employees.
  - Part-time employees will not work overtime. (Exception: If full-time employee refuses or is unable to work.)
  - Management will not at any time do the work of any employee under this contract; management may work during regular work hours.
- .08 If a man works a continuous 24 hours, pay goes from double time to triple time.
- NOTE: No man should work more than twenty-four hours - he must get eight hours rest time with pay at straight time; on weekends and holidays, at the rate of pay.
- .09 Should any employee miss out on any overtime while on standby for any reason of not being contacted, the employee will be paid for his time lost.

## ARTICLE 8

### 8.00 VACATIONS

- .01 After completion of six (6) months service, each employee shall receive a base vacation period of two (2) work weeks. Thereafter, each employee shall accrue one (1) additional day for each year worked, total not to exceed thirty-two (32) days.
- .02 Probationary and Temporary Employees are not eligible for vacation and sick leave credits during this period. However, such credits shall be applied after an employee has gained permanent status.
- .03 A permanent employee employed Part-Time who works at least twenty (20) hours of the normal scheduled work week within his department shall receive vacation, on a proportionate basis, the same as full-time employees.
- .04 Years of service shall be computed from the date of employment.
- .05 Vacation time shall be earned by service within a calendar year, but may not be taken prior to January 1 of the following year.
- .06 Vacation must be scheduled so as not to impede the orderly conduct of municipal business. It shall be the responsibility of each Department Head to see that employee vacations within the department are so scheduled.
- .07 Vacations should normally be taken prior to December 31 of any given year, but may be carried over, for a bona fide reason, for not more than the following calendar year, subject to approval of the Superintendent of Public Works.
- .08 Vacation pay will be the amount earned had the employee worked normal hours during the vacation period.
- .09 If a holiday falls during an employee's vacation period, a substitute day of vacation shall be granted.
- .10 Upon termination of employment for any reason (including death) an employee (or his estate, as the case may be)--- will receive pay at his regular rate in lieu of any unused vacation days for which the employee is or was eligible in that calendar year, on a pro-rata basis for the year of termination.

ARTICLE 9

9.00 SICK PAY

- .01 All covered personnel shall be entitled to sick pay for a maximum of twelve (12) days annually. At the end of each year every employee will be compensated for any unused sick days at the rate of one-half ( $\frac{1}{2}$ ) of the employee's established rate of pay. No sick days shall be accumulated for terminal leave purposes except in accordance with the provisions of Article XII. If an employee is terminated prior to the year's end, said employee will be compensated at the time of termination at the rate of one-half ( $\frac{1}{2}$ ) of the employee's established rate of pay for any unused sick days that have accrued to that date.
- .02 Every employee is responsible for notifying his supervisor each time sick leave is taken pursuant to the provisions of Chapter 39, Section 250 of the Borough Code.
- .03 After five (5) days absence, a certificate of illness prepared by a physician shall be provided to the Superintendent of Public Works, or the employee will not be paid for the period of illness. Any employee who does not provide a verifiable justification of illness is subject to discipline. In the event the Borough requires a second opinion, the Borough will pay reasonable and customary charges for examination by a physician of the Borough's choice.
- .04 Except in the case of major illness, if an employee uses more than the allotted twelve (12) sick days in any one calendar year, the employee shall have the option to have said additional days deducted from the total number of terminal leave days accrued at that time. If an employee elects not to have additional days deducted from terminal leave, he shall be deemed to have elected to take those additional days without pay. Any days that have been deducted from the terminal leave days cannot be replaced.
- .05 In the case of a major illness, only six (6) days will be deducted from the twelve (12) allotted sick days and the employee will be allowed to be out for up to four (4) months with pay. In the event the illness requires more than four (4) months, he will be charged an additional six (6) allotted sick days and be able to take off another four (4) months with pay. After all sick time has been used, any additional days shall be deducted from the employee's accumulated terminal leave days or the employee's accumulated vacation days (employee gets option).
- .06 A major illness is defined as an illness that would cause an employee to be unable to perform his or her duties and would require an absence of more than five (5) days. It would require a written statement from the employee's physician certifying that the employee is unable to perform his or her duties and specifying the employee's participated illness and estimated length of absence.

## ARTICLE 10

### 10.00 FUNERAL LEAVE

- .01 In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed seven (7) calendar days.
- .02 The "immediate family" shall include only husband, wife, parent, child, brother, sister, step child, stepmother, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister-in-law and brother-in-law.
- .03 Reasonable verification of the event may be required by the Borough.
- .04 Such bereavement leave is in addition to any holiday, day off, vacation leave or compensatory time off, falling within the time of the bereavement.
- .05 An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the Borough Administrator or his designated representative for a reasonable time.

## ARTICLE 11

### 11.00 INSURANCE

- .01      The Borough shall provide Blue Cross, Blue Shield, Rider J, N. J. Delta Dental Insurance and Major Medical Insurance, or its equivalent, for each employee and his family.
- .02      The Borough has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

## ARTICLE 12

### 12.00 TERMINAL LEAVE

- .01 Those employees who were recorded on the payroll as of December 31, 1983 shall receive upon retirement all unused sick leave not to exceed one hundred and eighty (180) days accrued at the rate of pay established by the employee's last yearly or highest yearly rate of pay applicable to such member upon his retirement.
- .02 The employee shall take his terminal leave in thirty-six (36) equal monthly installments. Such payment shall include interest at the same rate as the Treasury Bond rate on the date of retirement. In the event of the employee's death, following retirement, the total terminal leave benefits, being received by the employee at his death, shall continue to be paid to the employee's designated beneficiary.
- .03 If any of the twelve (12) allotted sick days remain unused at the end of the year, an employee will be compensated for them as provided in Paragraph 9.01. In addition, an employee reported on the payroll as of December 31, 1983 will accrue up to twelve (12) unused sick days as additional terminal leave days up to the maximum one hundred and eighty (180) days.
- .04 Any employee who has accrued one hundred and eighty (180) terminal leave days has reached the designated ceiling and cannot accrue any additional days at any time henceforth, even if any of these one hundred and eighty (180) days are lost to the employee in the future as in the case of a major illness.
- .05 Any employee recorded on the payroll as of December 31, 1983 who has not as of that date one hundred and eighty (180) terminal leave days may continue to accrue such days until he reaches this designated ceiling, at which point no future accrual is permissible.
- .06 A retiring employee shall give the Borough ninety (90) days notice of his decision to retire.
- .07 For those employees who were first recorded on the payroll after January 1, 1984, there is no provision for terminal leave included in this Agreement.
- .08 To determine the number of unused sick days an employee accrued up to December 31, 1983, past contracts and the Personnel Policies as set forth in Chapter 39 of the Code of the Borough of Cresskill will be used. At the end of the year, each employee shall receive in writing the number of unused sick days and a total number of days accrued in his terminal leave bank.

## ARTICLE 13

### 13.00 HOLIDAYS

.01 All employees shall receive credit for a day off for the following holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day and day after  
Christmas Day

.02 If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

.03 If an employee is on a leave of absence or has an unexcused absence the day before or after the holiday, the employee is not eligible to receive holiday pay. Any holidays which occur during a vacation will be added to the vacation period. The employee must work (exclusive of sick and vacation leave) the day before and the day after a holiday in order to be paid.

## ARTICLE 14

### 14.00 JURY LEAVE

.01 A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify the DPW Superintendent immediately upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee is attending jury duty during vacation and/or other time off from Borough employment.

4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

.02 If on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve (12) o'clock PM, that employee shall be required to return to work by one (1) o'clock that day in order to receive pay for that day.

## ARTICLE 15

### 15.00 MILITARY LEAVE

.01        The Borough agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.

## ARTICLE 16

### 16.00 LEAVE OF ABSENCE

- .01 Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to the Superintendent, who will append his recommendations and forward his request to the Borough Administrator. The Borough Administrator will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time must be approved by the governing body. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning of or end of an excused leave of absence are part of the absence if the employee is not available for work.
- .02 If such leave is granted, not exceeding thirty (30) days, the employee shall be entitled to his old position, provided he is capable of performing that work.

## ARTICLE 17

### 17.00 PROBATIONARY PERIOD

- .01 All new employees shall be subject to a period of probation. The regular period of probation shall be ninety (90) days. The Superintendent may extend the probation period in individual cases. No probationary period may extend beyond one hundred eighty (180) days.
- .02 The work and conduct of probationary employees shall be subject to close scrutiny and evaluation and, if found to be below standards, the probationary employee may be terminated. Such removal shall not be subject to review, appeal or grievance.

## ARTICLE 18

### 18.00 EMERGENCY LEAVE

- .01 Each employee shall be entitled to take three (3) days as personal days. The employee shall not need to give any reason for said days, provided at least twenty-four (24) hour notice is given to the Superintendent prior to the personal day(s) being taken. Any of these three (3) personal days not taken during the year will be compensated at the rate of one-third (1/3) of a day's pay for each day not taken.
- .02 For personal business of an emergency nature, the Superintendent may, at his discretion, grant up to three (3) days leave per year with pay.
- .03 Any emergency leave beyond the above provisions will be granted without pay up to five (5) working days per year upon approval by the Superintendent.
- .04 All emergency leaves granted will be reported immediately to the Personnel Officer by the Superintendent.

## ARTICLE 19

### 19.00 STAND-BY

- .01 Employees shall be assigned stand-by on a rotating basis as scheduled by the Superintendent or his designee. Such assignments shall be for a one (1) week term.
- .02 Employees shall receive seventy five dollars and no cents (\$75.00) per day per person on Saturdays, Sundays and holidays for stand-by duty during 1992 and 1993. Two (2) employees shall be on stand-by at all times. Both stand-by employees will handle and go out on all calls. During daylight calls, one (1) employee will go out on a call, and will make a determination if the second employee is needed and should be called out. After dark, both stand-by employees will handle and go out on all stand-by calls.
- .03 If an employee on stand-by is out sick on Friday, he will not be called for weekend stand-by.
- .04 The employees on stand-by for a weekend shall have first preference for regular overtime for the week on stand-by.
- .05 No employee may refuse a stand-by assignment without the permission of The Superintendent. Weekend stand-by refusals will be offered in order of seniority on a rotating basis, in accordance with seniority list issued twice a year. Other stand-by assignments that become available will be offered based on the previous month's stand-by list starting with the last week's list and working backwards week by week.
- .06 Any employee on stand-by shall make himself available so that he can report to work as promptly as required for any emergency situation but, in any event, within forty-five (45) minutes after being contacted. When on stand-by duty, it is the employee's obligation to, at all times, be available to be contacted to report.
- .07 Any employee called out to work on stand-by shall be compensated for the actual time worked at the overtime rate in accordance with Article VII.
- .08 All past practices regarding stand-by shall remain in effect.

## ARTICLE 20

### 20.00 UNIFORMS

- .01 The Borough shall each year supply each employee with three (3) sets of uniforms (which shall include five (5) summer tee shirts) which may be done through a rental contract or purchase, at the Borough's option. The Borough will supply each employee, on a one (1) time basis with a winter-weight lined jacket.
- .02 In addition to the above, the Borough will provide a clothing allowance of six hundred dollars (\$600.00) in 1992, and six hundred twenty five dollars (\$625.00) in 1993. This allowance is intended to cover shoes, underwear, gloves and such other clothing or equipment as may be necessary to the performance of the employee's job.

## ARTICLE 21

### 21.00 TOOLS

- .01 The Borough shall give six hundred and fifty dollars (\$650.00) in 1992, and seven hundred dollars (\$700.00) in 1993 to those mechanics who provide their own tools.
- .02 The Borough shall reimburse those mechanics who provide their own tools for the cost of insuring these tools against theft or damage.
- .03 For purposes of this Agreement, "these mechanics who provide their own tools," shall be defined as: Dave Stuber, Tom Reuter, or their replacements.

## ARTICLE 22

### 22.00 WORK DAY

- .01      The employee shall report to work promptly at 7:00 AM. The work day shall end at 3:30 PM. The regular work week shall be forty (40) hours.
- .02      All employees shall take lunch from twelve (12) Noon to twelve thirty (12:30) PM. Employees shall be permitted an additional fifteen (15) minutes for travel time consistent with present practice.
- .03      All employees shall be permitted two (2) work breaks per day, one (1) in the morning and one (1) in the afternoon. Such breaks shall be taken at the location of the employees work assignment; however, one (1) member of the crew may leave to pick up refreshments in the event no arrangements are made for delivery of refreshments to the particular work assignment. No such break shall interrupt work for more than a fifteen (15) minute period and all employees on a particular work assignment shall take their break at the same time. The time of each break shall be determined by the Superintendent or his designee.

## ARTICLE 23

### 23.00 SENIORITY

- .01 Seniority is defined as employment based on the length of continuous service with the Borough from date of hire.
- .02 A seniority list shall be made available to the Employees twice a year - January 1 and July 1 - showing the date of hire or last date of rehire of all employees in the bargaining unit.
- .03 An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have seniority as of the date of hire.
- .04 Seniority shall prevail in matters where preference may be established in the areas of vacation, and economic layoff and recall and stand-by.
- .05 Under any circumstances senior man of each work crew will be in charge until at a time that another senior member comes to work with that crew which at that time said member would take charge.

## ARTICLE 24

### 24.00 DISCRIMINATION AND COERCION

- .01      The Employer and the Employees agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- .02      The Employer and the Employees agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Employees against any employee because of the employee's membership or non-membership or activity or non-activity in the Employees' organization.

## ARTICLE 25

### 25.00 BULLETIN BOARDS

.01

The Borough shall permit the Employees appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Employees business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. Each Employees notice to be posted shall be sent to the Borough Administrator with a covering letter authorizing the posting of such notice, and signed by an officer of the Employees, over the seal of the Employees organization.

## ARTICLE 26

### 26.00 PERSONNEL FILES

- .01      Established personnel files are confidential records which shall be maintained by the Superintendent of Public Works under the direction of the Borough Administrator..
- .02      Employees covered under this Agreement may review any written evaluation reports or written complaints which may be contained in their personnel files.
- .03      Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing, if he so desires.

## ARTICLE 27

### 27.00 SUBCONTRACTING

.01

The Employer prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work, which does or may result in layoff of members of the unit, agrees to notify the Employees sufficiently in advance of the advertising for such contract for purposes of full and complete discussion of the Employer's proposal so that the Employees may present suggestions or discussions so as to avoid layoff.

## ARTICLE 28

### 28.00 SEPARABILITY AND SAVINGS

.01 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 29

29.00 TERM AND RENEWAL

.01 Each and every provision of this Agreement shall be in full force and effect on January 1, 1992, and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect thereafter until one party or the other gives notice, in writing, no sooner than one hundred eighty (180), nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Cresskill, New Jersey, on this 7th day of February 1992.

Witness:

Dorothy M. Hegene

David A. Phillips

John Bergamini  
John Bergamini  
Mayor

Gene Shultz  
Employee's Representative

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